1 COPIC? I'm sorry, separate CLEC outside plant interconnection cabinet?

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MR. ROUSEY: Again, the issues are pretty 4 much synonymous with those of the NID, and the 5 reason we put POT bays, et cetera, or one of the 6 reasons, in central offices is they are accessing 7 | Verizon facilities directly, and you're saying our 8 technicians - -

This is the kind of example MR. REEL: 10 where your techs do the work.

MR. ROUSEY: I guess our position is there 12 are numerous advantages to both companies, and that 13 | the CLEC having the ability to run their own 14 | cross-connect wires, et cetera, is not relying 15 necessarily on Verizon's technicians to do that 16 work.

But if the CLEC decides that it MR. REEL: 18 would prefer to have Verizon technicians do the 19 interconnection rather than put up its own COPIC 20 | having to get its own right of way and whatnot, 21 would that work? Is that acceptable to Verizon?

> MR. GANSERT: I think the other issue is

the issue of coordination and trying to coordinate two different operations. With the COPIC there, we could dispatch our craftsmen, they could get their work done, they could verify completion, verify they done it in a quality way, and then the 6 purchaser of the unbundled element could do the same thing.

As soon as you start saying that we are going to do cross-connection work for another person, then you get into this whole very ambiguous 11 situation of who schedules things, who controls it, 12∥how do you verify there was quality, who does the 13 testing?

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It becomes problematic for operational It's hard for us to understand why 15 reasoning. 16 somebody wouldn't want the COPIC there because we would go and say we did our job and we could tell 18 we did the thing right.

Leaving that aside to the CLEC MR. REEL: 20 | interests, perhaps they have difficulty getting the 21 right of way, whatever the reason, is the most severe problem the coordinating of having the techs

show up together?

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And meeting the quality and MR. GANSERT: the service -- the service commitments that we make.

In other words, are you going to waive all the rules and say, "We will get it done as best we can," or are we going to -- we are coming from the experience of hot cuts, so having a complaint every time we're not there every minute something --

MR. REEL: Are telling me that hot cuts 10 are not technically feasible?

I'm not saying that. MR. GANSERT: Indeed, in hot cuts we have POT bays and technically feasible points where we could manage the process for that very reason. We are not asking anything here that we haven't already proven 16 | is operationally efficient and proper way to do it 17∥in the unbundled loop environment. We are using 18 exactly the same logic in the procedures we created, the operations we created, doing unbundled 20 | loops. Why wouldn't we extend them logically to do 21 the subloops? Why would we create a different 22 operational framework that has all kinds of

1 problems there? MR. REEL: I think we had enough on that 2 3 one. Let me ask you, does Verizon typically own 5 lits central offices? 6 MS. DETCH: That's probably a real estate 7 | question. 8 MR. REEL: Just generally, would you say 9 | Verizon owns its central offices? Owns or leases? MR. GANSERT: We own or lease them 10 11 certainly. MR. REEL: That would be also true of a 12 13 remote terminal? MR. GANSERT: We don't own the property 14 15 they are on. We have the right of way to have the 16 apparatus there. MR. REEL: You wouldn't own the vault or 17 18 the--MR. GANSERT: We own the box but typically 19 20 not the property it's on. 21 MR. REEL: Would you own the telephone 22 room in an MTE, multitenant environment?

MR. GANSERT: No, definitely not. That's private property.

That would be the property of MR. REEL: the landlord?

> MR. GANSERT: That's right.

MR. REEL: Thank you.

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A couple of questions for WorldCom. your proposed contract language, 4.4.2.2, I think, 9 and then you talk about your loop feeder 10 | requirements. I'm actually going to 4.4.2.3, the 11∥loop feeder provided by Verizon. Must be capable 12 of transmitting analog voice frequency basic rate 13 ISDN, digital data, optical signals, or analog 14 radio frequency signals as appropriate.

Would that be as Verizon determines is 16∥appropriate, or as WorldCom determines is 17 | appropriate?

MR. LATHROP: I don't believe we thought 19∥that there would be a difference. It would be that 20 the media should be capable of transmitting 21 whatever signals are appropriate to that so that 22 optical fiber should be capable of transmitting

1 optical signals so it's not the case that we obtain 2 something that is defective, essentially.

So, when the intent of the MR. REEL: $4 \parallel \text{definitions}$ of loop feeder from 4.4.1 and the 5 | requirement of 4.4.2 and so on, the intent behind 6 this is that whatever feeder WorldCom gets is 7 || comparable in quality and functionality to that 8 Which Verizon provides itself, or is there 9 something more there?

MR. LATHROP: No, there is nothing more It's just really that, I guess, comparable 11 there. 12 to what Verizon provides itself that is not 13 defective.

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MR. REEL: So, you don't have any kind 15∦of--

MR. LATHROP: There is no intention of 17∥obtaining anything superior to what Verizon 18∥provides for itself.

MR. REEL: Would there be any construction 20∥that Verizon would be--that you foresee this 21 contract language would subject Verizon to? 22 think Verizon has interpreted it that way, and I

1 think it's understandable reading it why they might 2 think that. It looks like on the face as if 3 WorldCom might be saying, "Look, Verizon, we are 4 going to tell you the quality--the precise nature 5 and quality of the feeder that we are going to 6 get."

That was not the intent to MR. LATHROP: 8 have any quality difference that is probably not governed by some standard setting body.

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MR. REEL: I wonder if Verizon would like to speak to that.

MR. ROUSEY: My statement would be that 13 you're correct in what you're assuming. That was 14 our viewpoint as well, that it seemed to be very open-ended, that it would lock us in to providing 16 potential performance standards to services we may 17 | not provide, updating facilities. Just a wide 18 qambit of open issues.

John, if you could let Jerry MR. STANLEY: 20 ask a question and then return to yours.

MR. STANSHINE: Real fast. Going briefly 22 back into that COPIC. I guess similar functions

1 provided by POT bay, point of termination bay, in 2∥the central office, again a clean boundary between CLEC and ILEC. Was there a POT bay?

> MR. GANSERT: Yes.

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Do have you to use POT MR. STANSHINE: 6 bays in all states where you have your cages or 7 states that don't require the POT bay?

MR. LATHROP: A POT bay is not technically I believe most places we do use one just 9 required. 10 | for that point of termination clarity. And I guess 11∥it would be important because there are situations 12 where, as you said, the ILECs technicians deal with 13 one side and CLECs deal with another side, and the 14 COPIC scenario I have spoken of earlier was that 15 | Verizon's technicians could be the only ones there.

So, POT bay is used MR. STANSHINE: Okay. 17 in most places, is what you're saying?

That's my understanding, MR. LATHROP: 19 yes.

> Who pays for it? MR. STANSHINE:

MR. LATHROP: It depends on how the 22 co-location costs and rates are developed most of

I would say CLECs pay for the space 1 the time. 2∥because most ILEC cost studies in costing out, say, 3 the space of a co-location cage include not just 4 | the hundred square feet if that's a side of the cage, but additional space around the cage, and I 6 | quess in a virtual co-location arrangement there is 7 no POT bay equivalent, or there may not be as 8 frequently.

Admittedly, the POT bay MR. STANSHINE: 10 does provide cleaner boundaries in the jurisdictions between ILEC and CLEC work.

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One of the issues that determines whether 13 | it's worthwhile is not just the benefit but the 14 cost. I was wondering if you think the COPIC 15 function will cost more out in the outside plant 16∥than the POT bay function costs in the central 17 office?

MR. LATHROP: Well, yes, because -- yes is I don't know that's the question we 19∥the answer. 20 would face. I think we would want the flexibility 21 to, in some instances, if the COPIC is easier, we 22 would want to do that, but in some instances it may

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1 not be, and so we want the flexibility to be able 2 to connect to the FDI.

MR. STANSHINE: When you say not easier, 4 | you're talking about factors other than cost?

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MR. LATHROP: No, things related to cost. $6 \parallel \text{Time}$ and cost of obtaining rights of way. 7 not cost that much to place a COPIC in any one 8 area, but the time required, or there may be 9 factors that relate to cost but may not--

MR. STANSHINE: They impact your overall 11 economics.

> Ability to serve customers. MR. LATHROP:

MR. STANSHINE: Thank you.

If I could follow up on my line MR. REEL: 15∥of questioning I had before, WorldCom, you said, $16 \parallel 4.5.1$ that upon MCIm's request, Verizon shall 17 provide MCIm copper twisted pair distribution even 18∥in instances where the distribution for services 19∥that Verizon offers is other than a copper 20 facility.

So, that seems to me to imply that you 22 expect a different kind of facility than what

1 Verizon was providing itself. Am I misreading it?

MR. LATHROP: No, you're not misreading

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MR. REEL: I ask you to look at 4.4.5, where it says, (reading) In addition to 6 requirements set forth above, MCIm may designate the loop feeder will transport DS3 and OCN.

That's another instance where it seemed to 9 | me that it might be a different facility than the 10 facility that Verizon had in place.

MR. LATHROP: I could see how that could 12∥be read that way. As I said yesterday, we would be 13 willing to talk to Verizon about this. If we were 14∥willing to change this to read explicitly that we 15 do not expect Verizon to construct facilities for 16 us to obtain loop feeder.

MR. REEL: I guess I have one final 18∥question of AT&T. I noticed that in Mr. Pfau's testimony on page--I think it's on page 88, line 20 15--I'm sorry, I don't want to direct you there. Sorry, that's not an important point, and we could let that go in the interest of time.

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Let me ask you about this: Also in 2 Mr. Pfau's testimony, AT&T praises the way that New 3 York handles access to telephone rooms. It says 4 that the New York Commission has rules that handle 5 access to telephone rooms and multitenant 6 | environments that AT&T found appropriate.

I think basically the point was MR. PFAU: 8 that like--that the New York Commission explicitly 9∥requires where the inside wire was owned by the 10 incumbent LEC that they permit the connecting CLEC 11 to have access to the room and move wiring from the 12 customer side of the interface device to their own 13 network.

MR. REEL: Whose network?

Interconnecting LEC's network. MR. PFAU:

MR. REEL: On to your own terminal or the

terminal -- on Verizon's terminal?

MR. PFAU: It would be off Verizon's 19∥terminal.

MR. REEL: Off the customer side of 21 Verizon's terminal on to--

> MR. PFAU: Right. If you think of the

1 terminal as being in two pieces, you got one side 2 the outside plant terminates on and has grounding 3 functions and things like that. On the other side 4∥there is another set of terminals which connects to 5 the inside wire, and there is a cross-connect 6 between the two.

> MR. REEL: Okay.

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What this is saying is you take MR. PFAU: the cross-connect out and take the inside wire over 10 | to a different set of connecting blocks and then 11 connect it to the CLEC's outside plant, which is 12 also grounded and -- appropriately.

Now, I think I understood MR. REEL: $14 \parallel \text{Verizon}$ to say that that was exactly the kind of 15 interconnection that Verizon had no problem with 16 when the wire went from the customer side of the 17∥terminal and was moved over to the CLEC's terminal.

MR. ROUSEY: I was unable to hear the 19∥first part of that, and I apologize for that, but 20 what I'm hearing, and I will recap here is removing 21 the inside wire from the customer's side of a Verizon NID, transitioning that over to the

1 customer's side of a CLEC-placed NID. And you're 2 correct with that, Verizon has no issues with CLECs 3 doing--performing that function.

MR. PFAU: I thought you objected when you 5∥owned the inside wire. Are you saying that if you 6 owned or controlled the promise--

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MR. GARY: Panel members, don't ask each 8 other questions.

Let me put it this way, Okay. MR. REEL: 10∥and to go back, and it was yesterday, but 11 apparently in almost all situations in Virginia, 12 the Verizon network ends at the MPOE. 13 \parallel exception to that is campuses mostly, and it's a 14 | very small percentage of the multitenant 15 environments in Virginia.

MR. ROUSEY: Right. And the issue here, I 17 think, or what I'm hearing is New York is not an 18 MPOE state, so there is a uniqueness there with 19∥what we are saying, and Mr. Pfau is correct in that 20 the campus-type environments where we talked about 21 CLECs going in and actually moving the wire that 22 | Verizon owns and maintains, then it is similar to

1∥the scenario that we are talking about, or 2 comparable to the scenario we are talking about in 3 New York. Verizon owns the inside wire house and 4 riser, et cetera, in New York.

MR. REEL: So, Verizon owns the house and 6 riser, it wants to do the moving?

> MR. ROUSEY: Correct.

MR. REEL: Because it has --

MR. ROUSEY: Performance issues.

MR. REEL: Performance issues, billing

11∥issues.

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MR. ROUSEY: Tossing with--performance 13∥issues comes up the potential for fines, I'm 14∥assuming penalties, and then all of a sudden 15 | Verizon is not even involved in this, but yet we 16 could be potential for--

MR. REEL: But the rest of the instances, 18 most instances in Virginia when it's at the MPOE 19 \parallel and it's the customers, once it's past the terminal 20 device, its landlord or customer-owned wire, there 21 | Verizon has no issue with it being moved?

MR. ROUSEY: That's correct.

Now, I take it that Verizon MR. REEL: makes available a stand-alone NID UNE if the CLEC just wants to connect at Verizon's NID?

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MR. ROUSEY: Yeah, you're correct with that.

And there Verizon would also do MR. REEL: the work, or Verizon would allow the CLEC to do the work?

Did you say the State of New MR. ROUSEY: York?

> No, in Virginia. MR. REEL:

MR. ROUSEY: If there's a NID currently available and in place--again, the same issues there. In a stand-alone NID, the issue we would -- the only issue we would have with that is if 16 the CLEC wishes to lease that stand-alone NID and there are already Verizon facilities terminating on 18 that NID that are not available, and the customer would be disconnecting service from Verizon at that 20∥point in time, we would want to go out there and be 21 the company responsible for removing our facilities and placing the CLEC's facilities to that NID for

the purposes of the same issues we had before.

2 MR. REEL: And I see. What is AT&T's position on that? 3 |

MR. PFAU: On the stand-alone NID?

MR. REEL: Yes.

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MR. PFAU: I'm having trouble figuring out what a stand-alone NID really is.

MR. REEL: Let's say it's the terminating device where we are in a telephone room, we are in 10 a multitenant environment -- in other words, a big 11||building with many tenants--and in this room there is a terminal device where the network 12 13 interfaces -- the network that Verizon owns 14 interfaces with the nonnetwork wire on the other 15 side; the landlord-owned house and riser, if you 16 will.

Now, there's extra space on this NID, and 18 AT&T purchases a stand-alone NID UNE, so they got 19 the UNE.

In that case it's where I tie MR. PFAU: 21 down the outside plant I'm bringing into the 22 | building?

MR. ROUSEY: Could I toss in real quick? Realistically, a stand-alone NID would be where the riser facilities would be removable from that NID. That's when we are talking about us disconnecting -- Verizon disconnecting the facilities. At that point is when it becomes really the stand-alone NID. We have none of our network site facilities terminated issue that.

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MR. PFAU: With that clarification, I think a stand-alone NID is a concept only in theory because if I'm going to take a facility out to a premise, I probably have a fairly big facility, I'm 13 anticipating serving a lot of customers, so I'm probably not going to be taking Verizon's cable off of a terminal device and putting mine on.

And in the grand scheme of things, the 17 cost of me taking the facility out to a building is huge, and the cost of a cross-connecting block is 19 very small. So, I think I would prefer to put my 20∥own block down and tie my own cable on to it. 21∥it would be nice to have access too, but I don't 22∥think we would ever use it.

Is that acceptable to Verizon? MR. REEL: MR. ROUSEY: I agree with what he's saying 3 if I were in the same position.

That issue that comes with that, and with Virginia being an MPOE state, we are talking about 6 AT&T, WorldCom or whatever simply at that point 7 transitioning the company inside wire over there to the other sides of the NID, which we have no issues with.

> Is that it, John? MR. DYGART:

MR. REEL: Yes.

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I'm William Kehoe. I'm going MR. KEHOE: to be asking questions on issue IV-18, which concerns multiplexing and concentrating equipment.

Before I get to them, I would like to 16 | follow up just very, very briefly. Verizon, if I 17 understand your position on accessing dark fiber at 18 a remote terminal, the CLEC must co-locate there in 19 order to do that; is that correct?

MS. DETCH: Right. They would need a 21 | virtual or physical co-location arrangement in an 22 adjacent structure.

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I would like to ask WorldCom MR. KEHOE: first, in other regions are you aware of any ILECs 3 that don't require co-location in order to access 4 fiber at remote terminals? MR. LATHROP: We included -- I'm not sure we

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6 \ included language in the Bell South agreement that we have, and I would think that it's generally the 8 case that co-location would be required, if not 9 used. But Bell South's language is broad enough, I 10 think, so we might be able to obtain their fiber 11 without co-location.

AT&T, is your answer to that MR. KEHOE: 13 question the same?

MR. NURSE: I don't believe that 15 | co-location is necessary, if that was the question.

Are you aware of any other MR. KEHOE: 17∥regions in which the ILEC permits access to dark 18 fiber at remote terminals without requiring co-location?

> MR. NURSE: I couldn't say.

MR. KEHOE: Thank you.

I would like to understand WorldCom's

1 position with regard to issue IV-18. The proposed contract language would have the Commission classify the loop concentrator multiplexor as an unbundled network element. Are you still urging that position?

MR. BUZAROTT: No, we are not taking that position.

> MR. KEHOE: Thank you.

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MR. BUZAROTT: Our position is the 10∥multiplexor is a function or feature of the loop 11 element or the transport element.

> MR. KEHOE: Thank you.

I would like to ask Verizon, is the 14 essential characteristic of multiplexing that a 15 bandwidth is aggregated to a higher bit rate or 16∥bandwidth or disaggregated to a lower bit rate or 17 bandwidth?

MR. GANSERT: Yeah. I think simply put, 19∥multiplexing is adding together a number of lower 20 bit rate channels to form a higher bit rate channel 21 to transport on--normally on a higher capacity 22 | facility. Or the reverse, as you mentioned.

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MR. KEHOE: And the difference between multiplexing and concentrating is, in concentrating, you go from one number of channels to a different number of channels.

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MR. GANSERT: Yes, or it could even be one 6 number of bits to a number of different bits. Channelized concentration, yes, is what you're saying.

Is that basically the same MR. STANLEY: definition for multiplexing, then, if you're 11 talking about the bit rates from a low bit rate to Is that the same as multiplexing? 12 a high bit rate?

I was thinking more of a MR. GANSERT: 14 | packet type of concentration versus--in channel 15 concentration, you're getting basically rid of the 16 empty ones. In other forms of concentration you're 17 sort of managing--taking out the spare bits and 18 throwing them away, but they both have the same 19∥effect, to have a more complete payload, get rid of 20 the unused part of the payload.

MR. KEHOE: For WorldCom, have you 22 prepared contract language that reflects your 1 position on this issue?

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MR. BUZAROTT: No, I haven't. The issue between WorldCom and Verizon has been whether Verizon--excuse me--is obliqed to provide multiplexing to us as a feature of the loop or transport element. So, we haven't even really engaged the issue of how to define multiplexing.

Is it an either/or proposition MR. KEHOE: if multiplexing is part of the loop? 10 necessarily not part of transport?

MR. BUZAROTT: No. I think multiplexing is a feature of the loop that can equally be a 13 | feature of the transport element.

MR. KEHOE: Just to clarify, we are talking about a multiplexor that would be located 16 in a central office.

> MR. BUZAROTT: Primarily, yes.

Where else would we be talking MR. KEHOE: 19 about?

MR. BUZAROTT: There could also be 21 multiplexor of some type in a remote terminal. But our primary requirement for multiplexing is to

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1 concentrate lower capacity loops on to higher capacity transport or to multiplex lower capacity 3 transport links on to higher capacity transport links at a central office.

MR. KEHOE: Would you typically be 6 co-located where you wanted to do that?

MR. BUZAROTT: No, we would not. In some cases we would be, but in the vast majority of central offices, we do not have a co-location site.

> MR. KEHOE: And--

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MR. BUZAROTT: In those cases, we would 12∥require that Verizon provide multiplexing as a 13 | feature of the loop or transport element.

MR. KEHOE: With one, the multiplexor 15 \parallel would be located in the subloop, would that be part 16 of the subloop element, under your position?

MR. BUZAROTT: That's correct. It would 18 be a feature of subloop element.

> MR. KEHOE: And not of transport?

MR. BUZAROTT: Right. In that scenario, 21 that would be a feature of the subloop element.

> MR. KEHOE: Where physically within a

1 central office that fits that scenario would the 2 multiplexor be located?

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And if I could state my understanding, a 4 | loop would come into the central office--and 5 correct my understanding if I'm wrong--the loop 6 would come into the central office and terminate at 7 the main distribution frame, and what would happen How would it get to the multiplexor? 8 after that?

I'm not precisely familiar MR. BUZAROTT: 10∥with how Verizon would arrange that in a central 11∥office, but the scenario that we are considering is 12∥a situation where we might have several customers 13 that we are serving over DS1 loops, for example, 14 and then we would request multiplexing to multiplex 15 those DS1s on to a DS3, which would then be 16 cross-connected into our co-location cage.

I asked my last question to MR. KEHOE: the wrong party. I would ask you to trace how the loop would proceed, if it goes to the main 20 distribution frame, where it would go next, just 21 from a technical standpoint.

> MR. GANSERT: Of course, it depends on the

1 kind of loop, but if what normally appears on a 2 main distributing frame would be copper outside 3 | plant, if it's a typical two-wire copper outside $4 \parallel \mathsf{plant}$, it would terminate on the outside plant side 5 of the main distributing frame and then be 6∥cross-connected to whatever application you were $7 \parallel using it for.$ If it was a switched loop, it would 8 be connected on the main distributing frame to the 9 office equipment to the switch port termination, to 10 | form essentially the switch platform, switch plus 11 | loop.

If it's a DS1, that would normally come 13 lin. In most cases--well, let's say it's on copper, 14∥which is--maybe it's not the most forward way of looking at it, but if it's on copper, it would 16 still come in to an outside plant frame and then be 17 | terminated over to some--an electrical terminal to 18∥terminate the DS1 signal. And from there, it 19∥would--normally, the DS1 would be connected to a 20∥cross-connection frame for DS1 signals and could be 21 connected to either interoffice facilities or 22 another outside plant facility or a switch even

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1 potentially, I guess.

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Not a switch. DS1 would only be an on-switch service.

MR. KEHOE: Does the physical 5 configuration vary depending on whether you're 6 providing the tariff service you referenced in your 7∥prior testimony and another service--and an EEL 8 might be another service?

I think we are getting--we MR. GANSERT: 10 are talking here about a DS1 special access service 11∥that is going from a local central office and 12 connects to a high capacity system and is delivered 13∥to some other point.

In that case, by some means it could be a However it is done, the DS1 15 fiber base or copper. 16 is delivered to the central office. It's connected 17∥to usually a manual connection frame there, and 18 from there it enters into the transport -- into the 19∥transport infrastructure on a DS1 port that could 20 be on sonic multiplexor, it could be on a cross-connection system, whatever in that 22 particular office, depending on what that size is,

1 is the entry point for DS1, and then it's 2 multiplexed up and aggregated onto a higher 3 capacity facility, delivered to the other ends, 4 wherever the special access terminates, and then it 5 would be demultiplexed and delivered at the DS1 6 connection.

If it's an EEL, my understanding is that essentially it stays the same.

> MR. KEHOE: Thank you.

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I would like to touch on this MR. ROUSEY: 11 just quickly to make sure I understand what was 12 being said here from a subloop perspective. Ι 13 think I heard the position that if there were a 14 concentrator multiplexor in Verizon's loop, that 15 that would--that that's being viewed as a 16 stand-alone subloop element? Because that's the 17∥way I interpret the contract language, to some 18 extent, in a lot of places.

Well, I guess what I'm trying MR. ROUSEY: 21 to get at here is, from the contract language that

Is there a question here?

22 I have seen in here proposed in the WorldCom,

MR. KEHOE:

1|believe it is, where they are talking about loop concentrator and multiplexors in the loop, it appears -- my perspective on this is it appears to be stand-alone unbundled network element, and my concern with that is a stand-alone--

MR. KEHOE: If I could, I believe they testified that that's not their position.

> MR. ROUSEY: Okay.

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Bill, do you have any other MS. FARROBA: 10 questions?

MR. STANLEY: Jerry, I know you have a 12 question.

Is it Verizon's view that MR. STANSHINE: 14 the multiplexing is a standalone UNE?

MR. ROUSEY: No, it is not, from a subloop 16 perspective, from what I heard Susan say, I believe 17 she agrees with that as well. That was my concern, 18 is the contract language implies that, so that's why I wanted to address that.

MR. STANSHINE: What about if it's the 21 example the gentleman from WorldCom was giving, 22 where ot's multiple DS1 loops coming into the CO to

combine onto a DS3?

It's our position that that MS. FOX: multiplexing used in that way is not a UNE. Multiplexing is not a UNE, period.

5 MR. STANSHINE: Because it's not transport?

It's not identified as a UNE in MS. FOX: the UNE Remand Order. It's not on the list of UNEs that was reaffirmed in that order.

> MR. KEHOE: I have a couple more.

What's a digital cross-connect for 11

12 Verizon?

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What is a digital MR. GANSERT: 14 cross-connect system?

MR. KEHOE: Yes, briefly.

MR. GANSERT: It's a fairly sophisticated 17∥network element that, or network device, I get that 18 confused -- semantics is killing us in this--it's a 19 very complicated network system that typically has 20∥various--that has various types of digital ports on 21 | it anywhere from DS1 up to DS3 or even higher, 22 depending on the type, and it provides the

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1 connection of some fixed channel speed between 2 those ports, and that channel speed is what 3 determines what kind of DCS it is. So, for example, a narrow band DCS, the speed of the switch 5 \lambda inside, the electronic cross-connect frame is DSO. 6 In fact, technologically it's like a local central office, the type of switch matrix it has. It just 8 doesn't have the software capabilities of it. 9 wide band frame connects DS1 channels between 10 ports, and a broad band cross-connect typically 11 connects DS3s between the ports.

MR. KEHOE: I have a question for WorldCom.

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Do you receive access to Verizon's digital cross-connect in your capacity as an interexchange carrier?

MR. BUZAROTT: There is a service in 18 | Verizon's access tariff that provides access to its I don't know if we digital cross-connect systems. 20 use that in our capacity as an IXC.

MR. KEHOE: Are you seeking any access to 22 that under this issue?

1 MR. BUZAROTT: Yes, we are.

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MR. KEHOE: Could you explain what access you're seeking.

MR. BUZAROTT: We are seeking access in the manner that's provided to IXCs under Verizon's 6 interstate access tariff through the Intellimux service that's described in that tariff.

MR. KEHOE: Verizon, is that your understanding of what they're seeking?

Yes, and I think the key MR. GANSERT: 11 point is that it's in TELEMUK's service. 12 access to DCS but access to a service that is far 13 more than the cross-connect system. 14 cross-connect system happens to be what makes the 15 cross-connect. The service is a management service 16 for channels. It allows customers to order 17 multiple channels and to describe switching 18 arrangements between them, protection arrangements 19 and time of day rearrangement configuration.

So, it's not access to a cross-connect It's a service that uses a cross-connect 21 system. 22 system.

Bill, did you have any other MS. FARROBA: 1 questions?

> No, I don't. MR. KEHOE:

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I'm Brad Koerner. MR. KOERNER: I would like to ask you questions about issue IV-21. 6 would like to start with the multiplexing. like to clarify, Ms. Fox, if you would, Verizon's position on a couple of points in your testimony earlier.

Is it Verizon's position that if a competitive LEC ordered a piece of transport, say, at OC3 level, you would do whatever needed to be 12 II done to the existing transport in the way of 14 multiplexing or demultiplexing to enable it to act as an OC3 piece of transport?

> MS. FOX: Yes.

MR. KOERNER: Okay. Also in the example that WorldCom's counsel asked you about, four DS1s 19∥from a separate central offices coming into a 20 | tandem switch, and you indicated, I believe, that 21∥you would not provide a multiplexor that would 22 enable those to come out of the tandem switch as a 1 DS3; is that correct?

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MS. FOX: That's correct.

Actually, could we go back to your 4∥previous question? The way you phrased it or the 5 words you used when you asked question, would we do 6∥anything we needed to do to provide an OC3 for a 7 | CLEC, if the CLEC orders an OC3 dedicated transport 8 facility, we check to see if facilities are 9 available. And if the facilities are available and 10∥there is spare capacity between the two routes that the CLEC wants to connect, then we would provision 12 the OC3.

I didn't want to give you the impression 14 that we were agreeing we would do absolutely 15 anything upon receiving an order, so as to 16∥provision an OC3 for a CLEC. I wanted to make this 17 clear.

MR. KOERNER: What circumstances would 19 facilities not be available?

MS. FOX: There may not be spare capacity 21 between two points in our infrastructure.

> MR. KOERNER: So you would not install

1 another multiplexer to enable it to perform at OC3?

MS. FOX: That's correct.

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MS. FARROBA: Would you provide it if there was a multiplexor and there was, I guess, a piece of transport, but they weren't currently put 6 | together?

I'm not sure I know how to MS. FOX: 8 answer your question. If we have spare capacity 9|between two locations and the add/drop multiplexor 10∥has an OC3 drop card there or has a capability to 11∥receive it because that's the way the bay has been 12 provisioned, that we will provide OC3 in that case.

Do you have any additional comments?

MR. GANSERT: No. I think that's a fair 15∥description. Same way we would provision services 16∥for anybody else.

MR. KOERNER: And the example, the four 18 DS1s coming out of the tandem as a DS3, would it be 19 possible for a competitive LEC in that situation to 20∥order a DS3 piece of transport from that tandem 21 switch?

> MS. FOX: From a co-location arrangement

1 | in that office that contains a tandem switch.

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MR. KOERNER: That's regardless of whether 3 there were four--even if there were four DS1s 4 | coming into that tandem from the four central 5 offices?

MS. FOX: The way we sell dedicated 7∥transport is that it has to terminate in 8 co-location when it touches a Verizon office. So, 9∥today, a CLEC could order four DS1s from those 10∥individual end offices, assume there is a CLEC 11 co-location arrangement in each of those four 12 offices, and it could order those DS1s to terminate 13 its co-location arrangement in the office where the 14 tandem is located.

And then a CLEC could order DS3 transport 16 from that co-location arrangement where the tandem 17∥is onto where it needs to go, assuming its switch location or another Verizon co-location 19 arrangement.

> MR. KOERNER: Thank you.

I would like to turn to diverse facilities WorldCom, if you could help me understand if 22 now.

1 I have your position correct. The first thing you would want, if the facilities were available, is the transport as an unbundled network level.

MR. BUZAROTT: That's correct.

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MR. KOERNER: If that was not available, 6 you would want to--you would want Verizon to provide it through special construction order out 8 of the interstate tariff?

MR. BUZAROTT: We would want Verizon to 10 provide it, or we may request Verizon to provide it 11 out of the interstate or intrastate tariff, and 12∥that may include special construction provisions of 13 those tariffs.

MR. KOERNER: Okay. Is there something 15 else? Another scenario?

MR. BUZAROTT: I'm not sure if we just 17 ordered it out of the interstate access tariff, for 18 | example, whether we could obtain the facilities we 19 needed or if we would have to go to special 20 construction. Special construction has a very defined meaning in their tariffs.

> MR. KOERNER: That's different from the

special access. Could you briefly explain that difference.

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MR. BUZAROTT: In the interstate access 4 tariff, there is a special access service that they 5 | sell, and they will provision that service under 6 whatever the terms and conditions that are spelled out in that tariff. And there are certain 8 donditions when facilities are not available to 9 obtain service that the customer requires. 10∥have to use the special construction provisions of 11∥the tariff. Verizon's case is a separate tariff in 12 the interstate jurisdiction.

MR. KOERNER: Is that your understanding 14 also, Verizon?

That would be general -- I would MS. FOX: 16 ∥agree with the way he characterized special construction in the special access tariff.

Okay. Earlier, I believe MR. KOERNER: 19∥you indicated that, Verizon, you would provide 20 diverse facilities as unbundled network element if 21 | it were available, or you would permit the CLEC to order that element from a special construction out